

D/FBIS Chrono

**ADMINISTRATIVE - INTERNAL USE ONLY**

FBIS-1452/85

15 JUL 1985

MEMORANDUM FOR: Director of Logistics

THROUGH: Deputy Director for Science and Technology

FROM:   
Director, Foreign Broadcast Information Service

SUBJECT: Request for Program Approval and Renewal of Contract  
With Kelly Services, Inc.

REFERENCE: Contract No. 85\*A957209\*000 With Kelly Services, Inc.,  
dtd 1 October 1984 (see attachment)

1. This memorandum requests in paragraph 4 your approval for the renewal of ref contract for FY 1986 without return to the bidding process.

2. FBIS originally contracted with Kelly Services, Inc. for typing of the FBIS DAILY REPORT in 1974, when it gave up a majority of its typist positions in anticipation of automation of the DAILY REPORT. Although this automation effort did not take place at that time, the typist positions were not restored and FBIS has continued to rely on Kelly Services for DAILY REPORT typing. The contract was extended and/or renewed for fiscal years 1975-1978, 1982, 1983, 1984, and 1985. FBIS reverted to the bidding process for FY 1979 and FY 1980.

3. I recommend that the contract be renewed for FY 1986 without resort to bidding for the following reasons:

a. Kelly Services types daily 65 to 75 percent of the 425-450 page DAILY REPORT on a tight production schedule. To meet the schedule, edited copy must be handcarried to Kelly Services and typed copy returned to FBIS without delay. This schedule can be achieved only because Kelly Services leases office space within Key Building to accommodate its typists. Any other contractor would have to operate in other leased space in the Rosslyn area; our publication schedule could not tolerate a location outside Rosslyn. It is unlikely that any potential bidder on this contract could establish suitable office space in the Rosslyn area between contract award and 1 October 1985.

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b. If we were to contract with a firm located outside Key Building, even in the Rosslyn area, we would need to assign an FBIS employee to serve as full-time courier between FBIS and the contractor's facility to carry copy. The position would have to be taken out of other FBIS operations and would add cost to the production of the DAILY REPORT.

c. Over the past 10 1/2 years, Kelly Services has developed a tested system for recruiting suitable, high-quality, high-volume typists required for DAILY REPORT production. The assembly and training of such a staff takes time. Because DAILY REPORT production cannot lapse, even for one day, the Agency would have to agree to continue Kelly Services' operation for some months into FY 1986 to give the new contractor time to assemble and train his staff. There would necessarily be a duplication of costs between Kelly Services and the new contractor during such a transition period.

d. Occupation of office space in Rosslyn by the contractor is a non-negotiable condition of this contract. It is unlikely that potential contractors in the "temporaries" business would lease 800-1,000 square feet of space against the chance of coming in with the successful bid. For this reason, only Kelly Services responded when the FY 1980 contract was offered for bids.

e. The FBIS Modernization Program calls for full automation of DAILY REPORT production by FY 1988. It is highly unlikely, therefore, that a new contractor would find this contract attractive. Moreover, FBIS would be ill advised to experiment with a new contractor during this critical 2-year period during which the DAILY REPORT will be converting to full automation.

f. Option #3 of ref contract allows the Government to renew it for two 1-year periods. This clause provides a realistic basis, previously approved by your office, for renewing the contract with Kelly Services without resort to the bidding process. With the situation outlined in paragraph 3e above, this option becomes most advantageous to the Government.

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4. I believe that offering the DAILY REPORT typing contract for bids would result in a comparable lack of competition for the contract as in 1979 and 1980. I strongly recommend that you authorize FBIS to renew ref contract without offering it for bidding.

STAT

Attachment:  
Kelly Services, Inc. Contract

CONCUR:

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Deputy Director for Science and Technology

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Date

APPROVED:

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Director of Logistics

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Date

STAT

DDS&T/FBIS/OPS/DRD  (15Jul85)

## Distribution:

Orig. - Addressee, w/att (Return to D/FBIS)

1 - D/Logistics, w/att

3 - DDS&amp;T, w/att

8 Retained in FBIS

1 - JDChandlee Corres file w/att

1 - D/FBIS Chrono, w/att

1 - C/E&amp;PS, w/att

1 - C/Admin, w/att

1 - C/B&amp;F, w/att

1 - C/DRD, w/att

1 - C/PS, w/att

1 - FBIS Registry, w/att

**ADMINISTRATIVE - INTERNAL USE ONLY**

REFERENCE		32*A: 0000		DATE OF CONTRACT		DATE OF D.V.	
2420		1 October 1981					
This contractual document is entered into as of the date above, by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing the same, and the below named Contractor, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver the supplies and services set forth herein for the consideration stated.							
CONTRACT- The rights and obligations of the parties hereto shall be subject to and governed by the Schedule and the terms and conditions on the attached General Provisions. (Form No. 1424A(1-81); 1424B(1-81)) To the extent of any inconsistency within the Schedule and the General Provisions, the Schedule shall control.							
TASK ORDER- The rights and obligations of the parties hereto shall be subject to and governed by this Task Order consisting of the Schedule and all terms and provisions of the Basic Contract indicated above, which is incorporated herein by reference and made a part hereof. To the extent of any inconsistency between Basic Contract and this Task Order, this Task Order shall control.							
TO (Contractor and Address)				MAIL INVOICE TO:			
01732 Kelly Services, Inc. 1801 K Street, NW Washington, DC 20006				Issuing Office Attn: Contracting Officer			
SHIP TO: (Consignee and Address)				ISSUING OFFICE (Address Inquirer on)			
STAT SEE BELOW				Washington, DC 20024			
(NO OTHER MARKINGS SHALL APPEAR ON/IN ANY BOX OR PAPER - SEE GEN-PROV. 35)							
DELIVERY F.O.B. - CITY & STATE - SHIP VIA		PREPAID ADD CHGS. TO INVOICE. ENCLOSE RECEIPTS WAYBILL.		DELIVER ON OR BEFORE		DISCOUNT TERMS	
DESTINATION		AS SPECIFIED BELOW		SEE BELOW		NET 30 DAYS	
SCHEDULE							
ITEM NO.	SUPPLIES OR SERVICES			UNIT	QUANTITY (No. of Units)	UNIT PRICE	AMOUNT
SCOPE OF WORK:							
The Contractor shall provide the services of twenty-two (22) to twenty-seven (27) typists as required for finishing typing, from the hours of 0900 through 1500 daily, except Federal Government holidays, Monday through Friday. The daily deadline for completion of typing for scheduled publications is 1500 hours. Typists provided will possess minimum skills required to type fifty-five (55) words per minute with no more than two (2) errors.							
Typists provided will be producing manuscript pages for photographic/offset printing and will be typing from corrected telegraphic files and/or finished drafts. These telegraphic files and/or drafts will have been corrected in advance through the use of standard editorial marks and techniques. Typists will be required to produce eighteen (18) pages, averaging 525 words per page and containing fewer than seven (7) individual typing errors per page with no dropped or duplicated lines using IBM Model D typewriters equipped with 14-pitch micro-elite type font. Said 18 pages shall be described as a unit							
D.O. DEFENSE ORDER CERTIFIED UNDER DMS REGULATION NO. 1				TOTAL AMOUNT			
NOTE: Use of the rating mandatory on all subcontracts and purchase orders over \$500. Certification thereof shall be "U.S. Government Order/Contract No." shown above.				\$175,000.00			
RECEIVING - INSPECTION				THE UNITED STATES OF AMERICA			
DATE RECEIVED		PIECES		SHIPMENT NUMBER		CONTRACTING OFFICER	
STAT		CUBE		PARTIAL FINAL		CA	
HEIGHT		CARRIER		REMARKS			
QUANTITY IN "QUANTITY ACCEPTED" COLUMN HAS BEEN RECEIVED BY ME AND CONFORMS TO THE CONTRACT.		SIGNATURE OF AUTHORIZED GOVERNMENT REP.		KELLY SERVICES, INC.			
TO BE INSPECTED BY		PROCURED ASS. C.		COMP			
T and I		Other as Specified in Schedule		NNT X ZERO ONE		NO. DEALERS NO. BIDS REC'D.	
CHANGE ALLOTMENT NO.		COST CENTER SYMBOL		AWARDED TO LOWEST BIDDER AS TO PRICE EXPENDITURE			
1144-0900		1144-0900		YES NO Statement Attached			
ACQUISITION NO.		BUDGET REQ. OFFICE COPY TO		PURSUANT TO SEC. 3(a) PL 81-110, 1949 AND APPLICABLE AGENCY REGULATION			
1401-82-0017		FBIS/B&F		PUBLIC EXIGENCY IMPRACTICAL TO SECURE COMPETITION			
NAME - ROOM - BUILDING		Per STOCK: ALLOCATION NO.		Per SHIPMENT: STATION NO.		SHOULD NOT BE PUBLICLY DISCLOSED OTHER (Specify)	
NOT SUBJECT TO F.P.A. (Pay on basis of certification on)		INVOICE BY AN APPROVING OFFICIAL (O/F forward to office shown above.)		RECEIVING REPORT BY AN APPROVING OFFICIAL W/O DEBIT VOUCHER NO.		OTHER (AS SPECIFIED IN SCHEDULE OR BELOW)	
MEMORANDUM							

Continuation of  
Nelly Services, Inc.

82\*43. 000

## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY (NO OF UNITS)	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
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and each typist shall be expected to complete a minimum of one (1) unit per day. The Contractor will be expected to maintain continuity of qualified typists producing satisfactorily the above stated product.

PERIOD OF PERFORMANCE:

The product described above shall be furnished during the period 1 October 1981 through 30 September 1982. The Contractor shall be responsible for providing twenty-two (22) qualified typists, ready to begin producing above product on 1 October 1981. Thereafter, the Contractor shall be responsible for furnishing additional qualified typists as required by the Contracting Officer's Technical Representative (COTR) up to but not in excess of twenty-seven (27) qualified typists during the period of performance.

OPTIONS:

1. In addition to the product specified above, the Government reserves the option of periodically requesting the Contractor to provide finished typing for various Government publications. The Contractor shall provide this service when requested.
2. During the performance period the daily typing requirements may change. The COTR will retain the right to reduce the number of typists required by any number, upon providing the Contractor with thirty (30) days notice.
3. The Government retains the option of renewing this Contract for two (2) one (1) year periods beyond 30 September 1982, if the Government's requirement for the above product continues to exist. The exercise of this option will be at the sole discretion of the Government and the Contractor agrees, as signatory to this Contract, to honor the Government's exercise of this option and enter into good faith negotiations concerning the renewal terms.

COMPENSATION/PAYMENT:

The Contractor shall be paid for the delivery of all units at the rate listed below:

Fixed Unit Price \$43.44

In the event that unusual, personal circumstances cause any of the Contractor's employees to stop work prior to completing the required unit of typed pages and said unit remains unfinished at the end of the prescribed time (1500 hours), Contractor will be paid at rate 1/18th of Unit Price per page actually typed and accepted by the COTR.

FUNDS ALLOCATED:

For the purposes of this Contract a total amount of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) has been allocated for the performance of work as may be called for by the Government hereunder and the Contractor shall not be obligated to incur, nor shall the Government be obligated to pay any amounts in excess thereof, unless and until the Contracting Officer shall have notified the Contractor in writing that the total funds allocated have been increased. Such notification shall be in the form of an amendment to this Contract.

GOVERNMENT FURNISHED EQUIPMENT: (GPE)

The Government will furnish the following equipment for use by the Contractor, at no cost, for performance under this contract:

Kelly Services, Inc

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## SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY (NO. OF UNITS)	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
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- 1) Twenty-seven (27) typing desks and chairs. Each set (desk and chair) will occupy twenty-five (25) square feet of floor space, exclusive of aisles.
- 2) Twenty-seven (27) each IBM Model D typewriters.
- 3) All normally required office supplies (i.e., paper correction materials, reference books, etc.)
- 4) All desks, tables, chairs, required by the COTR.

All GFE acquired or generated through Contract No. 81\*A301500\*000 is hereby transferred to this Contract. All GFE is accountable for in accordance with Article 19, Section B of the General Provisions.

The Government warrants (guarantees) that the above-furnished equipment will be suited for its intended use and purposes. The Contractor will be required to return this equipment, upon completion of this Contract, in the same undamaged condition as originally received less fair wear and tear.

The Contractor shall be responsible for safeguarding all Government furnished equipment, supplies and all else while located in the Contractor's Rosslyn, Virginia office space.

The Government shall provide the following services:

1. Upon completion of this Contract, remove from the Contractor's Rosslyn, Virginia office space all Government Furnished Equipment and remaining supplies identified above.

2. At least one (1) experience Government employee to provide day-to-day work flow and product acceptance.

#### RESTRICTION ON CONTRACTOR FURNISHED OFFICE SPACE:

It is mutually understood and agreed by the parties hereto that the Contractor is to conduct no other business in the Rosslyn, Virginia office space furnished for purposes of this requirement.

#### INVOICE INSTRUCTIONS:

All invoices shall be submitted to the Contracting Officer in triplicate, either monthly or biweekly at the Contractor's option. Invoices submitted must show the following information:

1. Contractor's correct check mailing address;
2. Total number of lots by date, the unit price and the invoice period.

The Contracting Officer's Technical Representative will certify the correctness of each invoice and the Contracting Officer will thereafter approve each invoice for payment.

#### NON-PUBLICITY:

The attention of the Contractor is specifically directed to Section A of the General Provisions, Article 24 entitled, "Non-Publicity" which states, "It is a specific condition of the agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer."

ORDER/CONTRACT NO	U.V. NO
32*A3	0-000

Kelly Services, Inc.

## SCHEDULE

ITEM NO	SUPPLIES OR SERVICES	UNIT	QUANTITY (NO OF UNITS)	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
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CERTIFICATE OF CURRENT COST/PRICING AND DISCLOSURE STATEMENT(S):

The Contractor certifies, as signatory to this Contract, that to the best of its knowledge and belief, cost or pricing data as defined in ASPR 3-807.3(f) submitted either actually or by specific identification in writing (see ASPR 3-807.3g) to the Contracting Officer in support of its cost proposal, are accurate, complete, and current as of 01 October 1961.

The Contractor also certifies that the Disclosure Statement(s) required by the Cost Accounting Standards Act were filed with the government. Further, the Contractor agrees to make available said Disclosure Statement(s) to the Sponsor if requested.